

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
WINNEMEM WINTU TRIBE  
AND THE  
CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**Section 1. Purpose**

This Memorandum of Understanding (MOU) is made and entered into effect on June 19, 2007 between the Winnemem Wintu Tribe (Tribe) and the California Department of Transportation (Department), hereinafter collectively the Parties, for the following purposes:

- A. To establish a protocol for clear, open, and ongoing communication between the Tribe and the Department.
- B. To establish, ensure, and maintain consultation on Departmental projects that would impact State highways on, or adjacent to the Tribe's Traditional Lands.

District 2
SHA-005 PM: R017.5/67.0
SIS-005 PM: 0./R015.0
SIS-089 PM: 12/R034.6
SHA-299 PM: 24.8/52.2

**Section 2. Department Projects and Activities**

- A. The Department agrees to provide information to the Tribe on State highway project development, construction activities that directly impact Traditional Lands from initiation through completion, excluding the Department's routine maintenance program.
- B. The Department will provide information to the Tribe on planning documents, as they directly pertain to or impact the Tribe's Traditional Lands.
- C. The Department will consult with the Tribe as appropriate and/or mandated by federal and State laws and regulations for the protection of prehistoric, archeological, cultural, spiritual and ceremonial sites (Tribal Sites) located within or adjacent to present and planned State highways.
- D. The Tribe agrees to provide timely responsive information; reviews and notification to the Department regarding all proposed Department supplied and noticed planning documents and project activities.

- E. If so requested, the Department will assist the Tribe in creating a working relationship between the appropriate Regional Transportation Planning Agency (RTPA) or Metropolitan Planning Organization (MPO).

### **Section 3. Contact Information**

- A. The Department shall designate one or more representative(s) responsible for maintaining a continuous working relationship with the Tribe and their designated representatives.
- B. The Tribe shall designate one or more Tribal representative(s) responsible for maintaining a continuous working relationship with the Department.
- C. In case of a known Tribal site, in an emergency on a State highway on or adjacent to the Tribe's Traditional Lands, the Party first having notice will contact the other Party immediately. The contact persons delegated to act are listed on the attached contract list that is to be updated by the Parties as necessary.
- D. A listing of key Tribal and Department contacts for the various program duties specified in this MOU. (See attached.)

### **Section 4. Preservation of Rights**


- A. This MOU is a joint policy declaration and is neither an enforceable binding contract nor a funding encumbrance for actual projects. All such projects will be addressed by separate agreements.
- B. This MOU does not affect the existing rights and interests of the Parties in lands, properties, and related issues concerning projects or activities within each Party's jurisdictional limits. The Parties agree to the greatest extent possible, to attempt to resolve issues and concerns between them in a manner to facilitate the objectives of each.
- C. This MOU does not preclude the Department's ability to consult or enter into Memorandums of Understanding, or other agreements with other Tribal entities that have ancestral boundaries overlapping the Winnemem Wintu, Traditional boundaries.

**Section 5. Authorized Delegates and Duration of MOU**

The individual delegated to oversee this MOU document for the Department is the District Director. The responsible individual for the Tribe is the Tribal Chairperson.

This MOU shall remain in effect until terminated by a thirty (30) days advance written notice directed to either Party. This MOU can be revised and modified as necessary by mutual consent by both Parties through the issuance of a written amendment, signed and dated by both Parties.

DATE: June 19, 2007

  
BRIAN CRANE, District Director

DATE: June 19, 2007

  
CALEEN SISK-FRANCO,  
Winnemem Wintu Tribe